

Credit Card Alliance Card Agreement for Select Group MasterCard® and Visa®

M-98307

Effective October 1, 2009

This credit card account ("Account") is provided by Fifth Third Bank, Cincinnati, OH. Your contract with us is contained in this Cardholder Agreement and your application or solicitation response for the Account (together, the "Agreement"). Please read the Agreement and keep it for your records. In this Agreement, the words "you," "your" and "yours" mean the Cardholder(s). The words "we," "us," "our" and "Bank" mean Fifth Third Bank. You agree to the terms and conditions of this Agreement when a Cardholder or a person who you authorize (an "Authorized User") accepts, signs or uses the Card or Account.

Terms and Conditions

This Agreement governs the terms and conditions of your Account with us. Customers are given this Agreement when approved for an Account, or on request. By opening an Account and making Transactions ("Transactions" as defined below), you agree to use this Account only for personal, family or household purposes and to comply with, and be bound by, this entire Agreement.

Unless otherwise specified, you and each person or persons who applied (by Internet, orally or in writing) to the Bank for an Account, which application has been approved by the Bank, and each person(s) who uses the Account with your permission; we, our and us mean the Bank and its successors and assigns; unless the context indicates otherwise.

You should retain and carefully review this entire Agreement. You and we agree as follows:

1. Accepting this Agreement. This Agreement will be effective on the earlier of the date (a) you sign or otherwise submit an application for the Account that we approve; or (b) you use, or someone authorized by you uses, the Card or the Account.

You acknowledge and agree that any use, signing of an Account application or other document, or other acceptance of the Account or the Card constitutes your acceptance of the terms and conditions of this Agreement.

2. Promise to Pay. By using your Card or your Account, you agree to pay us an amount equal to the sum of all Transactions made in connection with, and posted to, your Account plus any Finance Charges (as defined below), fees and other charges provided for in this Agreement, regardless of the medium by which the Transaction occurs. If two or more persons establish your Account, each of you, together and individually, is responsible for all amounts owed, even if the Account is used by only one of you.

3. Your Responsibility. You are responsible for all Transactions and other transactions arising from the authorized use of your Account or Card by you by any means. If you have authorized another person to use your Account or Card in any manner, that authorization will be deemed to include the authorization to make Transactions of any kind using your Account or Card and to incur related fees and charges, and such authorization will be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person. We are not responsible for controlling any person who you have asked us to add to your Account or someone you let use your Account or Card. If you let someone use your Account or Card, you are responsible for all Transactions made in connection with, and posted to, your Account plus all Finance Charges, fees and other charges. If you wish to remove such person's ability to use your Account or Card, you must notify us in writing. No such notice will be effective until we receive and have had a reasonable opportunity to act on it.

How to Use Your Card and Access Your Account

4. Credit Limit. You agree that we may establish an Account credit limit and that the sum of all Transactions made in connection with, and posted to, your Account, plus any Finance Charges, fees and other charges provided for in this Agreement, will not exceed your Account credit limit as communicated to you from time to time. Your initial Account credit limit will be disclosed in the document that accompanies your Card. The difference between the balances you owe us and your Account credit limit is referred to as your "Available Credit Limit". We may refuse to authorize or accept any Transaction on your Account or Card that would cause you to exceed your Available Credit Limit. If we in our sole discretion decide to authorize or accept a Transaction on your Account or Card that would exceed your Available Credit Limit, we will not be liable to you if we do, and you agree that we may charge to and debit from your Account the amount of the Transaction and an overlimit charge and other related fees provided for in this Agreement, request that you immediately repay us the amount in excess of your Available Credit Limit, suspend your Account or Card privileges and terminate this Agreement in

a manner provided by this Agreement.

We may from time to time and in our sole discretion change your Account credit limit, reduce your Account credit limit to \$0 and close your Account, or limit the number or amount of Transactions on your Account based on an evaluation of various factors, including your credit history and your ability to repay amounts owed in connection with the Account or Card. We will promptly notify you in the event we decide to take such action on your Account.

5. Purchases and Cash Advances. You may use your Account and your Card to purchase or lease goods or services (each, a "Purchase") by presenting your Card or your Account to participating merchants and establishments where the Card is honored. You may also use your Account to transfer balances from other creditors, to make other transactions by means of balance transfer coupons or checks, or for any other transactions that we encourage you to make through an introductory or promotional offer, each in accordance with such additional terms and conditions as we may offer from time to time. Unless we tell you otherwise, we will also treat any such balance transfer or other transaction as a Purchase.

You may also use your Card (a) to obtain a loan from your Account; (b) by presenting it to any bank or other person that accepts the Card for the purpose of obtaining cash or cash-like equivalents (for example, money orders, traveler's checks or other payment instruments) from your Account; (c) to make a withdrawal of cash from an automated teller machine ("ATM"); or (d) to make a person-to-person transfer conducted through the Internet or otherwise (each such transaction, a "Cash Advance"). We will also treat as a Cash Advance any transaction using a Convenience Check (except for Convenience Checks issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as Purchases). Purchases and Cash Advances are collectively referred to as "Transactions". You acknowledge and agree that any debt incurred using your Account or your Card is valid, regardless of the purpose of the Transaction.

We may, from time to time, limit the type, number and dollar amounts of any Transactions made using your Account or Card, notwithstanding the amount of your Available Credit Limit, and terminate or suspend your use of your Account and Card and the operation of any method of access to your Account without notice, unless required by law or regulation.

7. Secured Cards. If you have applied and been approved for a Secured Card, you have granted us a security interest in the funds, including any funds deposited following the effective date of this Agreement, in the savings account you maintain with us and designate to secure repayment of your Account (Secured Bank Account). You acknowledge that you specifically intended to grant us the security interest in all funds in the Secured Bank Account, that this security interest is an express condition for your Account and that all funds in your Secured Bank Account must remain on deposit during the term of this Agreement. You agree to sign all applications and documents that we may request from time to time which evidence your grant and assignment to us of the security interest in the Secured Bank Account. If you do not pay your Account balance or you or we decide to close your Account for any reason, you authorize us to, and you agree that we may, apply all of the funds in the Secured Bank Account to your outstanding Account balance. You acknowledge that we will not, and you authorize us not to, discharge or release our security interest in the Secured Bank Account until all Transactions, Finance Charges and fees and other charges contemplated by this Agreement have been processed and paid and you have otherwise performed all of your obligations under this Agreement. We will then discharge or release our security interest in the Secured Bank Account, and when your Secured Bank Account is closed, make available to you any funds remaining in the Secured Bank Account. If the outstanding Account balance exceeds the amount of funds in your Secured Bank Account, you will remain liable for any outstanding Account balances, including all fees or charges that may subsequently accrue, until the Account balance is paid in full.

8. Convenience Checks. We may issue Convenience Checks to you, that may be used to access your Account. Any Convenience Check that we pay will be posted to your Account as a Cash Advance (except for a Convenience Check issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as a Purchase) and will be deducted from your Available Credit Limit. Each Convenience Check must be denominated in United States (U.S.) dollars and completed and signed by you in the same manner as a personal check. If we provide you with Convenience Checks for your Account, you may not use them to pay any amount you owe under this Agreement. You may not request, and we will not honor, a stop payment on any Convenience Check. We reserve the right to return any Convenience

Check unpaid if (a) the amount of the Convenience Check exceeds your Available Credit Limit; (b) your Account is not in good standing or you are otherwise in default of this Agreement; (c) your Card or Convenience Checks have been reported lost or stolen; or (d) you use a Convenience Check to pay any amount you owe on your Account. We will not be liable if we choose to return any Convenience Check unpaid.

9. Other Uses. We may make other methods of accessing your Account available to you from time to time. We will notify you of these other access methods as they become available.

Lost Cards, Unauthorized Use of Account or Card and Other Concerns

10. Unauthorized Use of Your Account or Card. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or your Account without your permission by calling the Card Center at 1-877-881-6018, or by writing to the Card Center, P.O. Box 3676, Evansville, Indiana 47735.

YOU SHOULD NEVER WRITE YOUR PERSONAL IDENTIFICATION NUMBER (PIN) ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL THAT IS KEPT WITH YOUR CARD.

You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Account or Card and to comply with such procedures as we may require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. You acknowledge and agree that we will deem any such use as having been authorized by you, and you will be liable for the amount of any Transactions plus Finance Charges and fees and other charges incurred with any such use, if you fail to provide us with any such assistance or to comply with such procedures. You acknowledge and agree that unauthorized Card or Account use does not include use of your Card or your Account by any person to whom you have given authority to use your Card or Account. You further acknowledge and agree that you will be liable for all use by such a person, even if that person exceeds your authorization, until you have provided us with written notice that such person is no longer authorized to use your Account or Card and we have had a reasonable opportunity to act upon such notice.

11. Third-Party Claims or Defenses. We are not responsible if a third party refuses to accept or honor your Card or Account, even if you have sufficient available credit, and except as required by applicable law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction with your Account or Card or any services or goods or other property purchased or leased using your Account or Card.

Paying Your Bills

12. Periodic Account Statements. Except as otherwise stated in this Agreement, we will send you periodic Account Statements ("Account Statement"). Unless you make other arrangements with us, your Account Statement will be mailed to you by regular mail to your address as it appears in our records.

We will send your Account Statement for each billing cycle at the end of which your Account has a debit or credit balance in excess of \$1.00 or on which a Finance Charge has been imposed. We will not send your Account Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted or (c) for any other reason specified under applicable law.

Your Account Statement will show all Transactions that may have been posted to your Account since your last Account Statement, the payments and adjustments to your Account, the Finance Charges assessed for Transactions, any fees charged to your Account, the outstanding balances on your Account (the "New Balance"), your Account credit limit and Available Credit Limit, the Minimum Amount Due and the Payment Due Date.

13. Payments. Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Amount Due shown on your Account Statement on a monthly basis, which, except as stated below under the section entitled Prepayment, will be the greater of (a) total billed Finance Charges and any fees assessed on your monthly billing statement (rounded to the nearest dollar), (b) 2% of the outstanding balances or (c) \$10.00. Any New Balance under \$10.00 is payable in full. The minimum payment also will include any amount past due and any amount by which an account exceeds its Account Credit Limit.

You agree to make all payments by check or other negotiable instrument drawn on a U.S. financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars. All payments, except disputed payments, must be mailed or delivered to us at the

remittance address indicated on the front of your Account Statement (Payment Address). Any payments received after 3:00 p.m., Central Time on any business day, will be credited on the next business day. Credit to your Account may be delayed for up to 5 days if the payment is (a) not received at the Payment Address indicated on your Account Statement, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S. or by money order, or (c) not accompanied by the top portion of your Account Statement. Delayed crediting may cause you to incur additional fees and Finance Charges. (You understand that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address.)

We reserve the right to apply payments and other credits to your Account in any manner that we may choose by our sole discretion. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Although we may post payments as of the date we receive them, your Available Credit Limit may not be restored for up to 5 days after we receive your payment. Restoration of your Available Credit Limit may not occur immediately upon receipt of your payment.

14. Prepayment. You may pay without penalty all or a portion of the entire New Balance or more than your Minimum Amount Due before the Payment Due Date shown on your Account Statement. You understand that by making a prepayment, the total amount you owe us will be reduced but that you will not be relieved of your obligation to continue to pay the Minimum Payment Due in successive billing cycles as reflected in your Account Statement.

Determination of Finance Charges

15. Daily Periodic Rate. The Daily Periodic Rate is $1/365$ th of the corresponding Annual Percentage Rate ("APR") rounded to the nearest $1/100,000$ th of 1%, not to exceed the maximum allowed by applicable law. If the daily periodic rates and corresponding Annual Percentage Rates increase, the FINANCE CHARGE will increase and your minimum payment due may be greater. If the Finance Charge is less than \$1.00 in any billing cycle, we assess a minimum Finance Charge of \$1.00.

16. Annual Percentage Rate (APR)

(a) The following information applies to your Account:

APR for Purchases. Your current APR and corresponding Daily Periodic Rate for Purchases will be disclosed in the document that accompanies your Card. The APR on your Account is based on the *WSJ* Prime Rate (as defined below) plus a margin. Please see the section entitled Variable APR for Purchases and Cash Advances for details regarding how this rate may change. The *WSJ* Prime Rate means the highest prime rate published in *The Wall Street Journal* on the day the rate is determined (or the previous day on which *The Wall Street Journal* was published if the paper is not published on that day). The date the rate is determined is the third Friday of each month.

APR for Cash Advances. Your current APR for Cash Advances and corresponding Daily Periodic Rate will be disclosed in the document that accompanies your Card. Your ANNUAL PERCENTAGE RATE for Cash Advances will be equal to the greater of 19.99% (corresponding Daily Periodic Rate of 0.05477%) or the *WSJ* Prime Rate plus a margin but will not exceed 24.99% (corresponding Daily Periodic Rate of 0.06847%). Please see the section entitled Variable APR for Purchases and Cash Advances for details regarding how this rate may change.

Variable APR for Purchases and Cash Advances. The APR for Purchases and Cash Advances is based on the *WSJ* Prime Rate plus a margin. We will calculate the rate monthly by adding the margin applicable to your Account to the *WSJ* Prime Rate. This APR may vary (increase and decrease). Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

Changes to the Daily Periodic Rate and corresponding APR for Purchases and Cash Advances will be applied, as applicable, to your existing Account balance and to subsequent Transactions effective as of the first day of the billing cycle immediately following the month in which we calculate the rate. Subject to applicable law, we may change the Daily Periodic Rate and corresponding APR for Purchases and Cash Advances if you are in default of this Agreement, or if we in our sole discretion and from time to time decide to take such action. (Please see the sections of this Agreement entitled Changes to this Agreement and Default.)

(b) Introductory Purchase, Balance Transfer and Promotional APR Offers.

At our discretion, we may offer you an introductory or promotional APR for all or a part of your Transactions. For example, we may offer you a promotional APR to encourage specific

transactions, such as transferring balances from accounts you have with others, or an introductory purchase APR to open an Account and to make Purchases. The period of time for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. If applicable, information regarding any introductory or promotional APR, the corresponding Daily Periodic Rate, and the period of time during which they are in effect will be disclosed in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card.

(c) APR for Delinquency.

We reserve the right to increase the APR to a fixed ANNUAL PERCENTAGE RATE of 23.99% (corresponding fixed Daily Periodic Rate of 0.06573%) to the existing balance of your Account and to all subsequent Transactions posted to your Account as of the first day of the second consecutive billing cycle after the billing cycle in which the Payment Due Date for the Minimum Amount Due on your Account occurred. Once you become subject to this fixed APR and Daily Periodic Rate, we may change your APR back to the respective APR for your Account but only if you bring your Account current and then pay at least the Minimum Amount Due by the Payment Due Date or the payment due date, as applicable, for six (6) consecutive billing cycles.

17. Finance Charges

(a) Purchases. No Finance Charge will be imposed on Purchases if the New Balance shown on your Account Statement is paid in full within 25 days from the billing date (provided you have paid your previous Account balance in full by its Payment Due Date). If not paid in full, a Finance Charge will be imposed from the transaction date on the average daily balance for Purchases (as defined below) at the APR for Purchases until the date payment in full is posted to your Account.

(b) Cash Advances. A Finance Charge will be imposed on Cash Advances from the date the Cash Advance is included in the average daily balance for Cash Advances (as defined below) at the APR for Cash Advances until the date payment in full is posted to your Account. There is no grace period or time period within which to pay to avoid a Finance Charge on Cash Advances.

18. Balance Subject to Finance Charge (Average Daily Balance). The total Finance Charge for your Account for a billing cycle is the sum of the Finance Charge for Purchases and the Finance Charge for Cash Advances. We calculate the Finance Charge as follows:

We maintain and calculate separate daily balances for your Purchases, Cash Advances and promotional balances (each a "Balance Type") and calculate a daily balance for each. To get the daily balances, we take the beginning balance for each Balance Type every day (unless, as to Purchases, your previous Account balance was paid in full by the Payment Due Date), which may include unpaid Finance Charges from previous billing periods, add any new transactions, any new fees, and any Finance Charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero. The balances subject to Finance Charges for the billing period are the average daily balances for each Balance Type. If you multiply the average daily balance by the number of days in the billing period and the applicable Daily Periodic Rate, the result is the periodic Finance Charge, except for minor variations caused by rounding.

You can verify your Periodic Finance Charges for each Balance Type by multiplying the Average Daily Balance shown on the billing statement times the applicable Daily Periodic Rate, times the number of days in the billing period. The balances subject to Finance Charges on the billing statement are the averages of the respective average daily balances during the billing period except for minor variations caused by rounding.

19. Fees. Subject to applicable law, you agree that we may, and you authorize us to, charge against your Account the following fees in connection with the use of the Account or Card:

(a) Annual Fee. Certain Cards have an annual fee. If your Card has an annual fee, the amount of the annual fee is disclosed in the application for your Account and will be disclosed in the document that accompanies your Card. This fee is assessed for the use of the Account and associated services, and will be identified as a Purchase on your Account Statement in the first billing cycle after you open your Account and annually thereafter.

(b) Cash Advance Fee. There is a Cash Advance fee equal to the greater of \$5.00 or 3.5% of the total dollar amount advanced for each Cash Advance on your Account.

(c) Late Payment Fee. If we do not receive the Minimum Amount Due by the Payment Due Date, there is a late payment fee of \$35.00 at that time and at monthly intervals thereafter as long as your Minimum Payment Due remains past due.

(d) Overlimit Charge. There is an overlimit charge of \$35.00 if you exceed your Available Credit Limit during any billing cycle.

(e) Returned Payment Fee. There is a returned payment fee of \$35.00 each time (i) a check or other instrument you have used for payment on your Account has been returned to us unpaid for any reason, (ii) we must return any such check or instrument because it is not signed or is otherwise incomplete, or (iii) a Convenience Check used to access your Account is not honored for any reason.

(f) Foreign Currency Transaction Fee. There is a foreign currency transaction fee of an additional three percent (3%) of the gross amount provided to us by the Card association (or its affiliate).

(g) Documentation Fee. We will provide copies of billing statements, sales drafts and payment instruments ("Items") to you upon request. We will impose a fee of \$5 for each copy of an Item unless prohibited by applicable law. This fee will be added to the Purchase balance in the Account. We will not impose any fee if your request is made in connection with written notice of a billing error.

(h) Miscellaneous Fees. We reserve the right to institute a standard charge or charges for the issuance, reissue or use of the Card or for the reinstatement of any Card or Account privileges which have been suspended, as well as an annual fee and per item fee for each Transaction, and you agree to pay us such charges and fees.

20. Foreign Currency Transactions. If a transaction is made in a foreign currency, we and MasterCard International ("MasterCard") or Visa International ("Visa"), depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. MasterCard and Visa increase this conversion rate by one percent and keep this increase. We increase the conversion rate provided to us by MasterCard and Visa by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Our Rights and How They Affect You

21. Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

22. Termination. Subject to applicable law, we may terminate this Agreement or revoke your right to use your Account or Card, along with your right to make future Transactions, at any time and for any reason without notice to you. You or anyone authorized by you to use the Card or Account may terminate your Account and use of your Card at any time by calling the Card Center at 1-877-881-6018, or writing to the Card Center, P.O. Box 3676, Evansville, Indiana, 47735. Any request to terminate your Account will be effective only after we have had a reasonable opportunity to act on such request.

The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement, including without limitation, your obligation to repay any amounts you owe us according to the terms of this Agreement, and any amendments made to this Agreement, which have arisen before the effective date of the termination of this Agreement, even if we allow a Transaction to be completed with your Account or Card after this Agreement has been terminated.

You agree to surrender to us or to destroy all of the Cards issued on your Account on our demand or on termination of this Agreement. If this Agreement is terminated and someone thereafter attempts to use a Card, the Card may be retained. A Card may not be returned or may be retained when you try to use it upon the occurrence of certain other events.

23. Default. Subject to applicable law, your Account will be in default under this Agreement if any one of the following occurs: (a) you become generally unable to pay your debts, (b) you die or are declared legally incompetent, (c) you use a check or instrument for payment which is dishonored, (d) you fail to pay the Minimum Amount Due on or before your Payment Due Date, (e) any other creditor tries by legal process to take money of yours in our possession, (f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (g) you provide us with any false or misleading information, (h) you breach any of your other obligations under this Agreement, (i) you exceed your Account credit limit, (j) you are in default of any other credit agreement you have with any of our affiliates, (k) fail to make a payment to any other creditor when due, or (l) we believe in good faith that the chances of your paying or performing your obligations under this Agreement have been impaired. The payment of any fee charged by us will not cure the default, which caused the fee.

If you fail to pay the Minimum Amount Due for two consecutive billing cycles, we will apply the fixed Daily Periodic Rate and corresponding fixed APR described in the section entitled APR for Delinquency. In addition, if your Account is in default under this Agreement, we may, subject to applicable law, (a) declare all or any portion of your outstanding Account balance to be immediately due and payable, (b) allow you to repay your Account subject to the terms and conditions of this Agreement, (c) immediately terminate your Account and cancel all Cards issued on it, (d) reduce your Account credit limit or otherwise limit your ability to make Transactions as discussed in this Agreement, (e) commence an action against you to collect all amounts owed in connection with this Agreement, or (f) increase the APR for Purchases and Cash Advances. We also may charge you court costs and reasonable attorney's fees that we actually incur as permitted by applicable law, if your Account is sent for collection to an attorney who is not our salaried employee. We will not be obligated to honor any attempted use of your Card or your Account if your Account is in default, or we have determined to terminate your Account or limit your ability to make Transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, Finance Charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued Finance Charges, is paid in full.

You agree that, subject to applicable law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

24. Re-evaluation of Financial Condition and Credit History. We may reevaluate your financial condition and investigate any information you provided on your Account application at any time, and in the course of doing so, we may obtain a current credit report and ask you for any additional information about your financial condition by completing a Personal Financial Statement or such other form that we request from time to time. You authorize us and give us your permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, deem your Account to be in default.

25. Telephone Monitoring and Recording. You acknowledge that your telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any transaction with your Account or other service contemplated by this Agreement and will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

26. Arbitration. You and we each agree that any Claim (as defined below) will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. The term Claim (a) means any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this provision, the Agreement or any prior agreement and (b) includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim,

dispute or controversy that arises from or relates to (i) the Account created by the Agreement or any prior agreement or any balances on the Account, (ii) advertisements, promotions or oral or written statements related to the Account or the terms of financing and (iii) your use of the Account. Any Claim will be resolved upon the election of you or us by arbitration pursuant to this provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.) With respect to Claims covered by this provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

The Code, rules and forms of the NAF may be obtained by calling 1-800-474-2371 or by visiting NAF's website at <http://www.arb-forum.com>. All Claims must be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405.

There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., as amended. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the NAF, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As solely used in this provision, the terms "we" and "us" will for all purposes mean Fifth Third Bank, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives. This provision will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the NAF Code and this arbitration provision, this provision will govern.

27. Changes to this Agreement. You agree that we may, in our sole discretion, from time to time and subject to applicable law, change any of the terms and conditions of, or add new terms to, this Agreement relating to your Account (including increasing any rate of Finance Charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to Finance Charge, changing your Account credit limit or changing the date upon which Finance Charges begin to accrue). Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in such notice. Subject to applicable law, any such changes will apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date.

You will be deemed to accept all such changes accompanying the notice if you do not send us a notice to the contrary in a timely manner, or a Transaction is made using your Account or Card after the conclusion of the time period specified in the notice. No change to any term of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

28. Waiver of Rights. Except as may be prohibited by law or regulation, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

29. Change of Address. We will rely on your address as it appears on our records for any and all Account communications we send to you unless and until either you or the U.S. Postal Service notify us of a change of address and we have had a reasonable opportunity to act on such notice. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which any and all Account communications, including the Account Statement, may be sent to you by us.

30. Correspondence. To the extent permitted under applicable law, any written correspondence you send to us will not be effective until we receive and have had a reasonable opportunity to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records.

31. Assignment. You may not sell, assign or transfer your Account or Card or any of your rights and obligations under this Agreement. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Agreement to another bank or company without prior notice to, or consent by, you, which notice or consent is hereby waived. That bank or company will take our place in this Agreement.

32. Severability. If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

33. Governing Law. This Agreement is entered into between you and us in the State of Ohio, and your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place of your residence, is governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under the Agreement also are governed by Ohio law and all amounts granted under this Agreement are extended from the State of Ohio.

34. Entire Agreement. You acknowledge that this Agreement, your use of the Card and any application and sales slip that you signed or otherwise submitted in connection with the Card or the Account (which is hereby incorporated by reference in this Agreement), and any indebtedness incurred using the Card or the Account, constitutes acceptance of the terms of this Agreement, as amended from time to time, and that this Agreement, as amended from time to time, and the documents accompanying your Card, including the document that accompanies your Card and discloses the APR and Daily Periodic Rate (and in some cases, how long they will apply to your Account) that apply to your Account, is the entire agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and the Card. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

You acknowledge and agree that any documentation provided to you which indicates that a Transaction or other transfer was made shall be admissible as evidence of such transaction or transfer and shall constitute prima facie proof that such transaction or transfer was made.

Rewards Program Terms and Conditions If your card is enrolled in Platinum Rewards or Business Rewards, the following information applies to your Account:

35. Platinum Rewards and Business Rewards Program Terms and Conditions

This user agreement ("Agreement") is provided by The Financial Institution to govern the use of the Financial Institution's Platinum Rewards and Business Rewards Program ("the Program"). Services provided by the Program are additionally governed by any other separate agreement(s) Cardholder may have with the Financial Institution or any of its affiliates or subsidiaries, including but not limited to, the Rules and Regulations of the Financial Institution and any amendments or changes made to this Agreement.

By enrolling in the Program, Cardholder agrees to be bound by the terms and conditions contained in this Agreement.

"Cardholder", "you", "your" and "yours" shall mean the person, persons or entities in whose name the account is carried on the books of the Financial Institution and shall include the masculine and feminine genders and the plural as well as the singular wherever the context so permits.

"Us", "Our" and "We" shall mean the Financial Institution and all of its affiliates and subsidiaries.

"The program website" shall mean www.managemyrew.com.

"The Rewards Redemption Center" shall mean The Cardmember Service Center, which can be accessed by calling 1-877-881-6018. Representatives are available Monday through Friday, 8 a.m. to 8 p.m. Central Time and Saturday through Sunday, 9 a.m. to 6 p.m. Central Time.

(a) General Program Details. The Program allows you to redeem points earned for various rewards. Descriptions of rewards and rewards providers are available at the program website.

Eligibility to use the Program is limited to accounts in good standing. The Program and any rewards thereunder are offered at our sole discretion. In the event of fraud or abuse of Program privileges or violation of Program rules (including any attempt to sell, exchange or otherwise transfer points or any instrument exchangeable under the Program), we reserve the right to cancel your membership in the Program. We reserve the right to cancel, change or temporarily suspend the Program or any rewards offered from time to time under the Program at any time without notice. Changes in, suspension of, or cancellation of the Program will result in the forfeiture of earned points and a change in the redemption of any outstanding rewards. If your Account is closed for any reason, you will forfeit all points. The Program and any rewards thereunder are void where prohibited by federal, state or local law. Reasonable efforts have been made to ensure that the information provided is accurate. We are not responsible for errors or omissions.

Airline tickets, Travel Packages, merchandise, magazines, gift certificates and any other rewards are subject to availability. Certain restrictions and fees apply. Additionally, relationships with any charity, financial products and services provider or any other rewards provider may be discontinued at any time, without notice. Certain restrictions and fees apply.

You are responsible for any personal tax liability related to participation in the Program or as a result of points earned and/or redeemed. You are also responsible for payment of any passenger facility charges, air segment taxes, departure taxes, customs fees, excess baggage charges, security taxes or any other charges assessed by governmental entities as a result of travel under the Program, as well as any expedited shipping or courier fees associated with the Program.

You and any beneficiary of the Program release, discharge, and hold harmless the Financial Institution, MasterCard, Visa, the Program administrator, and their respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death, arising out of participation in the Program, our decision to terminate the Program, or your right to use the Program. None of the Financial Institution, MasterCard, Visa, nor any other entity associated with the Program shall have any liability arising from, or related to, any rewards under the Program. We are not responsible for any correspondence by you that is lost or delayed in the mail. If you are denied a benefit of the Program to which you are entitled, our liability shall be limited to your earned portion of the benefit. All questions regarding accrual of rewards or the fulfillment of rewards will be resolved solely by the Financial Institution.

(b) Point Redemption. To redeem points for rewards, you may visit the program website or contact the Rewards Redemption Center. Points must be redeemed by you or a person authorized by you.

Point Accumulation: Once enrolled in the Program, you will accumulate 1 point per \$1 based on net purchases with your Card. Points are earned for signature-based transactions only, although we may at our discretion permit you to purchase points in accordance with the guidelines in effect at the time.

Net purchases are defined as the dollar value of goods and services purchased with the Card after your enrollment date, minus any credits, returns or other adjustments as reflected on the monthly statements. Net purchases do not include annual fees, late payment fees, over-limit fees, card-related service charges, Finance Charges, or other fees and/or unauthorized charges. Net purchases also do not include Cash Advances, PIN-based transactions, Convenience Checks, person-to-person money transfers, quasi-cash transactions (including the purchase of traveler's checks, foreign currency, or money orders), truck stop transactions, or gaming transactions. Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process. If unused, Program points carry an expiration limit on an "enrollment year" basis:

- 3-years for Platinum Rewards cards
- 4-years for Business Rewards cards

This means that, if your expiration limit is 3-years and you enroll in the Program on June 1, 2006, your enrollment year runs from June 1, 2006 to May 31, 2007. Any points earned between those dates will expire at the end of the third anniversary of your enrollment date—in our example, May 31, 2009. Points are posted and available to your Rewards Program account at the end of each statement cycle and do not have a point maximum accumulation. No partial rewards will be issued upon redemption of points. Points earned are not transferable except as used in accordance with this Agreement and have no cash value. Points may be redeemed for cash in the denominations listed at the program website, which will be provided to you in the form of a check, credit to your Account, or such other form as we may determine in our sole discretion. Points, rewards and certificates (i) have no value, (ii) are non-refundable and non-exchangeable, and (iii) are non-transferable, except in accordance with the terms and conditions of the Program and the relevant rewards provider.

Rewards Program Fees. The following fees are applicable to the Program:

Domestic Ticketing Fee: \$40
International Ticketing Fee: \$50
Expedited Ticket Fee: \$25 Domestic/\$25 International
Security Fee (Guaranteed Free Ticket): \$10
Itinerary Fees (Land-Only Travel Packages): \$30
General Travel Fees (Companion Packages): all applicable fees charged by the outside company.
Other Expedited Shipping Fees: all applicable fees charged by the outside company.
Point Purchase Fee: \$40 for 1,000 points
Travel Package Change Fee (30 days or more prior to departure): \$15 plus any applicable travel supplier change fee.
Travel Package Change Fee (0-29 days prior to departure): \$25 per change plus any applicable travel supplier change fee.

(c) Point Purchase To purchase points, you may contact the Rewards Redemption Center or visit the program website. A minimum of 1,000 points is required. You may purchase up to 20% of your available point balance. This means that, if your point balance is 50,000 points, you may purchase a maximum of 10,000 points. You will be charged a point purchase fee described above in "Rewards Program Fees."

(d) Airline Tickets & Travel Packages.

General: Point requirements for domestic and international travel are listed at the program website. Points may be redeemed for travel on any U.S. airline for domestic or international travel. Airline tickets are subject to availability at the time of booking. Tickets will be issued within 24 hours of booking and will be electronic. Fees apply for paper and mail delivery. Next day, Saturday and International deliveries by courier are subject to additional shipping charges and billed to your credit or debit card account. You will be charged a per ticketing fee and such other fees described above in "Rewards Program Fees."

If the actual ticket amount, including taxes and destination charges, is greater than the maximum ticket value, you may elect to pay the amount over the maximum value. Tickets may be purchased in any name designated by you. Tickets are non-refundable, non-exchangeable, and non-changeable after issuance, and lost, stolen or expired tickets cannot

be replaced, unless refunds, exchanges, changes, or replacements are permitted by terms of the ticket. You will be responsible for contacting the applicable airline and for applicable lost ticket application fees and/or replacement costs. The Financial Institution and the Program are not responsible for performance or non-performance by any airline for any reason. All reservations and ticketing are subject to the conditions of carriage of the party providing the transportation, including exclusions and limitations of liability. Additional fees and restrictions may apply. "Dollars Off" Travel: Points may be applied towards a reduction in the cost of an airline ticket. Points may be redeemed in the denominations listed at the program website. In order to initiate a "dollars off" travel reward, you must contact the Rewards Redemption Center and describe both your airline ticket request and the number of points you wish to redeem in exchange for a reduction in the cost of the ticket. We will book the airline ticket and will apply the appropriate price reduction towards the ticket price charged to your Account. Travel Packages: Points may be redeemed for Travel Packages described at the program website. Reservations for Travel Packages, including Travel Packages involving airline tickets, must be made at least 30 days prior to the date of departure and are subject to availability.

(e) Merchandise. Point requirements for merchandise are listed at the program website. We may make substitutions of equal or greater value when necessary without notification. Rewards may not be resold. Returns are only accepted for merchandise that is damaged, defective or shipped in error. The manufacturer's warranty applies to all merchandise rewards offered. We make no warranties as to any merchandise rewards. Merchandise rewards include applicable sales tax, shipping and handling within the 48 contiguous United States. Merchandise rewards will be sent to your address unless otherwise instructed. Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Delivery of merchandise will be made by ground delivery service or first-class mail. Please allow 4 to 6 weeks from time of order for delivery. Merchandise shipments cannot be made to a post office box. Additional restrictions may apply.

(f) Magazine Subscriptions. Point requirements for magazine subscriptions are listed at the program website. You will receive a gift certificate valid at www.discount-magazines.com. Your gift certificate may be used to purchase a new subscription or renew an existing one. This offer is valid for USA addresses only. Subscriptions are based on availability and substitutions may occur. Subscriptions become part of the publishers' database and may be used for third party promotions at the publishers' discretion. Please allow approximately 8-12 weeks for processing. Additional restrictions may apply.

(g) Gift Certificates/Gift Cards. Point requirements for gift certificates/gift cards are listed at the program website. We may make substitutions of equal or greater value when necessary without notification. Gift certificates/gift cards may not be resold, and are not transferable unless otherwise noted on the gift certificate/gift card. You must notify the rewards center within 90 days to report non-receipt of a gift certificate/gift card. The Financial Institution and participating suppliers are not responsible for replacing lost, stolen or expired gift certificates/gift cards. Gift certificates/gift cards will be sent to your address unless otherwise instructed. Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Delivery of gift certificates/gift cards will be made by ground delivery service or first-class mail. Please allow 4 to 6 weeks from time of order for delivery. Gift certificate/gift card use is subject to the terms and conditions printed thereon. Gift certificates/gift cards are valid only at participating vendors, through the expiration date printed on the gift certificate/gift card. Gift certificates/gift cards may not be combined with any other promotional offers from the Financial Institution or participating suppliers. In the event the goods and services you purchase are less than the face value of the gift certificate/gift card redeemed, the policy of the supplier will determine whether you will receive credit or gift certificate/gift card value for the difference. Additional restrictions may apply.

The terms and conditions of the MasterCard Gift Card are separate from the terms of the Program and will arrive with the MasterCard Gift Card. Use of the MasterCard Gift Card constitutes acceptance of the MasterCard® Gift Card Terms and Conditions.

(h) Charitable Contributions. Charitable redemption levels are listed at the program website. All points redeemed for charitable donations are final. Points cannot be returned. You will receive a written confirmation of a charitable donation within 4 to 6 weeks of redemption activity. Participating charities are subject to change. Please consult your tax advisor to determine whether redemptions of points for charitable donations are tax deductible. Additional restrictions may apply.

(i) Build Your Own Rewards. Build Your Own Rewards allows you to customize your rewards as described in this section. Build your Own Rewards are subject to availability, and we do not guarantee that any reward you request will be available. You may only request

a Build Your Own Reward for personal use. Additional restrictions may apply. All services or products provided in connection with a Build Your Own Reward will be provided by a vendor who is solely responsible for such products or services. Products and services provided in connection with a Build Your Own Reward request are subject to any conditions of the vendor, including exclusions and limitations of liability and any additional restrictions which may apply. We and MasterCard bear no responsibility for any products or services provided in connection with a Build Your Own Reward. If travel is involved in a reward request, then the provisions of the Travel section of the Program in this Agreement may apply. Vendors are independent contractors and are not agents, representatives, or employees of the Financial Institution or MasterCard.

Build Your Own Reward. In order to request a Build Your Own Reward, you must purchase an item with your Card and then contact a Customer Service Professional at 1-877-881-6018 to request a quote for the points equivalent for the value of the item purchased. You must contact a Customer Service Professional to confirm your acceptance of the reward offering within 2 business days after you receive the points redemption quote. If you accept the reward, your points will be redeemed immediately. We will deduct the points from your points balance and will refund you the value of the purchase price in the form of a check, credit to your Account, or such other form as we may determine in our sole discretion. If you do not respond within the designated time period, then the reward offering will be deemed declined by you and any subsequent communication from you will require a new reward request to be initiated and evaluated, with points and availability subject to change. All reward selections are final and cancellation or returns will not be accepted under any circumstances. A minimum purchase of \$250.00 is required for a Build Your Own Reward. We reserve the right to update the minimum point redemption at any time without notice. Redemptions are non-refundable.

36. Cash Rewards Program Terms and Conditions

If your card is enrolled in Cash Rewards, the following information applies to your Account:

This user agreement ("Agreement") is provided by The Financial Institution to govern the use of the Financial Institution's Cash Rewards Program ("the Program"). Services provided by the Program are additionally governed by any other separate agreement(s) Cardholder may have with the Financial Institution or any of its affiliates or subsidiaries, including but not limited to, the Rules and Regulations of the Financial Institution and any amendments or changes made to this Agreement.

By enrolling in the Program, Cardholder agrees to be bound by the terms and conditions contained in this Agreement.

"Cardholder" shall mean the person, persons or entities in whose name the account is carried on the books of the Financial Institution and shall include the masculine and feminine genders and the plural as well as the singular wherever the context so permits.

"Us", "Our" and "We" shall mean the Financial Institution and all of its affiliates and subsidiaries.

A. General Program Details

1. Eligibility is limited to the Financial Institution's Cardholders, whose MasterCard® or Visa Cash Rewards account is in good standing.
2. An annual program membership fee may be charged to Cardholder credit card account. Please refer to the enrollment invitation for details.
3. If a program membership fee applies, the fee will automatically be charged to Cardholder's account at the time of enrollment and annually thereafter unless Cardholder notifies the Financial Institution of cancellation at least 60 days prior to the enrollment anniversary. The Program membership fee is non-refundable.
4. The Program and benefits are offered at the sole discretion of the Financial Institution. The Financial Institution reserves the right to cancel, change or temporarily suspend the Program at any time without notice.
5. Cancellation, change or suspension of the Program will result in the forfeiture of earned rewards and a change in the redemption of any outstanding rewards.
6. Reward fulfillment fees may apply.
7. The Program is void where prohibited by federal, state or local law.
8. In the event of fraud or abuse of the Program privileges or violation of Program rules (including any attempt to sell, exchange or otherwise transfer points or any instrument exchangeable for the Program), the Financial Institution reserves the right to cancel membership in the Program.
9. Every effort has been made to ensure that the information provided is accurate. The Financial Institution is not responsible for errors or omissions.
10. Should the Financial Institution decide to terminate the Program, and the acceptance and

use of the Program, Cardholder or any other beneficiary of the Program release, discharge and hold harmless the Financial Institution, MasterCard, the Program administrator and their respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death, arising out of participation in the Program.

11. Cardholder is responsible for any personal tax liability related to participation in the Program or as a result of rewards earned and/or redeemed.
12. Neither the Financial Institution, MasterCard, Visa nor any other entity associated with the Program, shall have any liability arising from, or related to, such rewards program.
13. If Cardholder is denied a benefit of the Program to which Cardholder is entitled, liability of the Financial Institution shall be limited to Cardholder's earned portion of the benefit.
14. The Financial Institution shall not be responsible for any correspondence by Cardholder that is lost or delayed in the mail.
15. All questions regarding accrual of rewards or the fulfillment of rewards shall be resolved by The Financial Institution.
16. If Cardholder voluntarily cancels enrollment in the Program, all rewards shall be forfeited.

B. Reward Processing

Cash rewards are automatically processed for every \$5,000 in net purchases completed with the Financial Institution's Cash Rewards MasterCard or Visa. Cardholders will receive a check via U.S. Mail for 1% of each \$5,000 in net purchases. Checks are issued weekly to Cardholders meeting the net purchase requirement. Cardholders should receive checks within 2-4 weeks of issuance. Checks will be sent to the Cardholder's address on record. The Financial Institution is not responsible for checks sent to an incorrect address.

1. Reward accrual continues into each subsequent year.
2. Cash rewards are earned on net transactions only and cannot be purchased.
3. Transactions excluded from reward calculation include: Pin-based transactions, ATM, cash disbursements, manual financial institution cash advances, person-person money transfers, a quasi cash transaction including the purchase of traveler's checks, foreign currency, or money orders, truck stop transactions (any transactions at a truck stop other than an ATM at fuel desks, weigh stations, public scales or ports of entry), or gaming transactions.
4. Net purchases are defined as the dollar value of goods and services purchased with the card after the enrollment date, minus any credits, returns or other adjustments as reflected on the monthly statements.
5. Net purchases do not include cash advances, Pin-based transactions, traveler's checks, convenience checks, annual fees, late payment fees, over-limit fees, insurance charges, card-related service charges, finance charges, fees and/or unauthorized charges. If unused, the Program rewards carry a 3-year expiration limitation based on enrollment year.
6. Rewards redeemed and/or expired, if applicable, will be based on a first-in, first-out process.
7. Rewards earned are not transferable except as used in accordance with this Agreement, have no cash value and cannot under any circumstances be used as payment for obligation to the Financial Institution.
8. No partial rewards will be issued.
9. Rewards have no value except as used in accordance with the Terms and Conditions of the Program.

C. Arbitration

Please refer to Cardholder Agreement for the terms regarding the arbitration of claims.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for billing inquiries shown on your Account statement, not the Payment Address. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can why you believe there is an error.
- If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop

the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases. If you have any problem with the quality of property or services that you purchased with a Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay this remaining amount due on the property or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not in your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

35. Questions. If you have any questions about this Agreement or your Card, please contact us at 1-877-881-6018.

36. Section Headings. The Section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations hereunder.

Privacy Policy for Agent Card Program

Protecting Your Privacy

At Fifth Third, we understand how important it is that private customer information is kept confidential. We are committed to protecting and managing your information and would like to take this opportunity to describe how we gather, retain, and protect your information. You can also help us in safeguarding your accounts and your identity. Please see the section "Protect Your Accounts-Be An Informed Customer" for how to get more information.

Your Privacy Options

You have choices as to how we contact you for marketing purposes as well as how we use your credit and personal financial information among Fifth Third companies.

If you are comfortable with the methods in which we use your information currently, there is no need to indicate your preference. We recognize, however, that you may wish to limit the ways in which we use your information for marketing, and we offer the following opt-out choices:

- You request that we not call you.
- You ask that we not send you information by mail.
- You direct us not to contact you by email.

Federal law gives you the right to limit some but not all marketing from the Fifth Third companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from the Fifth Third companies.

You may limit the Fifth Third companies, such as the affiliates listed at the end of this document, from marketing their products or services to you based on your personal information that they receive from other Fifth Third companies. This information includes but is not limited to:

- Information provided by you on your applications to be used to determine your eligibility, such as your income,
- Information from consumer credit reports, such as your credit history,
- Information from sources used to verify information you provide us, such as outstanding loans or employment history and
- Any other information provided by you or at your direction.

You may also tell us not to share your credit and personal financial information with other Fifth Third companies. We will not disclose information about you or your accounts outside our corporate group of companies without your express authorization other than as required or permitted by law. (CA and VT Residents: Accounts with mailing addresses in these states will be treated as though they had selected this choice).

Your opt-out choice will apply until you tell us to change your choice.

How To Change Your Privacy Options

- Write to Card Center, Customer Service, Privacy Administration, P.O. Box 3676, Evansville, Indiana, 47735. Requests must include your name, address, telephone number, and Social Security Number (or tax payer identification number). Incomplete information will delay or possibly prevent our ability to honor your request.
- Call a Customer Service Professional at 1-877-881-6018.

If you have a joint account, a request by one owner will apply to the joint account. The opt-out designation, if elected, applies to your current portfolio of accounts. Our system will be updated to reflect your privacy preferences within 30 days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above.

If you have already shared with us your privacy preferences under this policy, it is not necessary to contact us again. We will continue to honor the preferences you have provided.

Gathering and Maintaining Your Information

In order to assist you with your financial needs and provide you with more efficient service, it is necessary to collect and maintain certain types of customer information. We may gather and retain nonpublic personal information about you from the following sources:

- Applications or other forms that you provide to us that include information (such as your name, address, email address, Social Security Number, tax identification number, assets, income and investment objectives).
- Financial account activity and transactions (such as your payment history, account balances and usage)
- Reporting agencies (such as your credit worthiness and credit history)
- Information from website visits (such as Cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance your online experience.)

Maintaining Accurate Information

Maintaining complete and accurate information on our customer's records is important. We have established procedures, in accordance with reasonable industry standards, to ensure information is current, accurate, and complete. If you become aware that we may have any inaccurate information, please help us correct it by contacting a Customer Service Professional at 1-877-881-6018.

Security Practices to Protect Your Information

Your information is used strictly for business purposes. Our employees are trained to respect your privacy concerns and to safeguard your personal information. Furthermore, as technology advances, we are continuously modifying our physical, electronic, and procedural safeguards to ensure compliance with federal and state standards and to protect your nonpublic personal information.

Online Privacy

We are committed to protecting customers and guests who visit our website at www.managemycard.com. Accordingly, our website uses a variety of advanced Internet security technology, including the encryption of information that is transmitted while accessing account information over the Internet or submitting online applications by using Secure Sockets Layer (SSL) Technology. We also use digital certification, a unique identifier to substantiate our Identity to your browser.

Additionally, authentication is required when using online services to validate your identity using your Social Security Number or card number along with the password you have selected.

We may collect data from your online visits, such as Cookies, to display information more effectively to you and to allow customization of your website experience. This data is encrypted for our use only and protected from third party access.

Protect Your Accounts – Be An Informed Customer

We also want to provide you with information about identity theft, fraud and online threats. Our website at www.managemycard.com has educational materials on topics such as email scams, Internet auction fraud, counterfeit check overpayments, “phishing/spoofing”, and malicious software. In addition, our website includes proactive steps that you can take to protect yourself, as well as instructions on what to do if you become a victim of identity theft or fraud.

Managing Financial Information

Outside of Fifth Third

Fifth Third does not disclose nonpublic personal information about our customers or former customers to non-affiliated third parties, except as permitted by law. Accordingly, we may share the information we collect, as described above under Gathering and Maintaining Your Information, for routine business reasons that include, but are not limited to the following:

- We may share customer information with companies that work for us. All non-affiliated companies that act on our behalf and receive customer information from us are contractually obligated to keep the information we provide to them confidential, and to use the Customer Information we share only to provide the services we ask them to perform. These companies may include financial service providers such as payment processing companies, and non-financial companies such as check printing and data processing companies.
- Protecting the integrity and security of your records including prevention of fraud and unauthorized transactions (such as credit card companies).
- Reporting to consumer reporting agencies.
- Complying with federal, state, or local laws, rules and other applicable legal requirements (such as a subpoena, garnishment or court order).
- We may share customer information with other financial institutions, like a credit card company and insurance company, with which we have joint marketing agreements.

In instances in which customer information is shared, we require that third parties treat and maintain the privacy of your customer information with the same degree of diligence and careful attention as is required by Fifth Third.

Within Fifth Third

In order to best serve our customers, it may be necessary for certain types of information to be accessible across Fifth Third companies. Having information available to our banks and their trust divisions, mortgage company, brokerage company, and other related companies enables us to provide you with quality assistance and convenience for a variety of products and services. The type of information that may be shared includes, but is not limited to:

- Application Information (such as your name and address)
- Employment History (such as income or credit references)
- Account Balances
- Payment History (such as timeliness of payments)
- Credit Card Activity

Other Applicable State Disclosures:

Nevada law requires that we provide you the following contact information:

Fifth Third, Customer Service	Bureau of Consumer Protection
Privacy Administration	Office of the Nevada Attorney General
P.O. Box 4444	555 East Washington Street, Suite 3900
Cincinnati, OH 45263-4444	Las Vegas, Nevada 89101
	Phone: (702) 486-3132
	Email: BCFINFO@ag.state.nv.us

Customer Identification Program

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means to Our Customers

When you open an account, you will be asked for your name, address, Social Security or tax identification number, date of birth (if applicable), and other information that will allow Fifth Third to identify you. You will also be asked to furnish your driver’s license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third.

Fifth Third Companies Covered by this Policy

Fifth Third Bank, an Ohio Banking Corporation
Fifth Third Real Estate Capital Markets, Inc.
Fifth Third Holdings, LLC
Fifth Third Insurance Agency, Inc.
The Fifth Third Leasing Company
Home Equity of America, Inc.
Fifth Third Mortgage Company
Fifth Third Asset Management, Inc.
Fifth Third Mortgage, MI, LLC
Fifth Third Securities, Inc. Member FINRA/SIPC
Fifth Third Private Bank
The Fifth Third Auto Leasing Trust
Vista Settlement Services, LLC
Card Management Corporation
Fifth Third Processing Solutions, LLC
SLK Global BPO Services Pvt. Ltd.
Transactive Ecommerce Solutions, Inc.

A complete list of affiliated companies can be found at www.53.com in the About Fifth Third section.

IMPORTANT INFORMATION ABOUT CREDIT REPORTING
We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and registered investment advisor. Securities and Investments offered through Fifth Third Securities, Inc.

Are Not FDIC Insured	Offer No Bank Guarantee	May Loose Value
Are Not Insured By Any Federal Government Agency	Are Not A Deposit	

Insurance products made available through Fifth Third Insurance Agency, Inc.
Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.

Select Group products are offered to customers of the following financial institutions:

**Cayuga Lake National Bank
SOUTH Bank
Select Bank
First Columbia Bank & Trust
Bank of Maysville
Citizens National Bank Woodsfield
Bedford Federal Savings Bank
Waterford Commercial Savings
Farmer’s State Bank
RiverHills Bank
United Kentucky Bank
First Southwest Bank
New Windsor State Bank
Unity Bank
The Bank of Greene County
Perkins State Bank
Valley Bank
Metropolitan Capital Bank
Svenska Handelsbanken
The Berkshire Bank
Bank of Burlington
InsurBanc
Standard Bank
Advance Financial FCU
First Capital FCU
Focus One Credit Union
Burke & Herbert
Buffalo Federal Savings Bank
Martin FCU
Sound Community Bank
First Federal Bank of Midwest
Natco
Bryant FCU
Middleburg Bank
People for Puget Sound
Sequim
Cambridge Portuguese CU
SECU
Red River Bank
Tri-Co
Heritage Credit Union
Wayne Westland
Avenue Bank
FNB Clarksdale
Bank of Oxford
Central Willamette
USB West Salem
Bank of Cardiff
CUNJ
Council Bluffs Savings Bank
Citizens State Bank (IA)
Carroll County State Bank
Sanford Institution for Savings**

Select Group Cash Rewards Fees and Credit Disclosures

Interest Rates and Interest Charges

Annual Percent-age Rate (APR) for Purchases:	0% introductory APR for the first 6 Billing Cycles. After that, your APR will be 12.24% . This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
APR for Balance Transfers:	0% introductory APR for the first 6 Billing Cycles. After that, your APR will be the standard APR for Purchases and will be 12.24% . This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
APR for Cash Advances	19.99% This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
Penalty APR and When it Applies	23.99% This APR may be applied to your Account if you: 1) Make a late payment; How Long Will the Penalty APR Apply? Once you become subject to the Penalty APR, we may change your APR back to the respective APRs for your Account but only if you bring your Account current and then pay at least the Minimum Amount Due by the Payment Due Date, as applicable, for 6 consecutive Billing Cycles.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

FEES

Annual Fees	
• Annual Fee	None
Transaction Fees	
• Balance Transfer	None
• Cash Advance	Either \$5 or 3.5% of the amount of each Cash Advance, whichever is greater.
• International Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	\$35.00
• Overlimit Fee	\$35.00
• Returned Payment	\$35.00

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Loss of Introductory APR: We may end your introductory APR for Purchases and Balance Transfers and apply the APR in effect or the Penalty APR if you make a late payment.

The introductory APR for Purchases and Balance Transfers is 0% for the first 6 billing cycles. Thereafter, purchases and balance transfers will be subject to the APR for Purchases, and will be 12.24%. The APR for Cash Advances is 19.99% and is subject to an APR floor and will never be less than 19.99%. The APR for Penalty is 23.99%.

The **Daily Periodic Rate** for Purchases and balance transfers after the introductory period has ended will be 0.0335%. The Daily Periodic Rate for Cash Advances is 0.0548%. The Daily Periodic Rate for Penalty is 0.0657%

The **margin** added to the *WSJ* Prime Rate for the APR for Purchases and Balance Transfers will be 8.99%. The margin added to the *WSJ* Prime Rate for the APR for Cash Advances will be 10.99%. Your margins are the portions of your interest rates added to the Index value (*WSJ* Prime Rate) used to determine your APRs.

Information contained in this Fifth Third Bank Disclosure is accurate as of 12/31/09 and is subject to change thereafter.

The *WSJ* Prime Rate means the highest prime rate published in *The Wall Street Journal* on the day the rate is determined (or the previous day on which *The Wall Street Journal* was published if the paper is not published on that day). The date the rate is determined is the third Friday of each month. The APR for Purchases and Cash Advances is based on the *WSJ* Prime Rate plus a margin. We will calculate the rate monthly by adding the margin applicable to your Account to the *WSJ* Prime Rate. This APR may vary (increase and decrease). Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

Explanation of Balance Subject to Interest Charges: We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

Select Group Platinum Fees and Credit Disclosures

Interest Rates and Interest Charges

Annual Percent-age Rate (APR) for Purchases:	0% introductory APR for the first 6 Billing Cycles. After that, your APR will be 5.24% , to 16.24% , based on your credit worthiness. This APR will vary with the market based on the WSJ Prime Rate.
APR for Balance Transfers:	0% introductory APR for the first 6 Billing Cycles. After that, your APR will be the standard APR for Purchases and will be 5.24% to 16.24% , based on your credit worthiness. This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
APR for Cash Advances	19.99% This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
Penalty APR and When it Applies	23.99% This APR may be applied to your Account if you: 1) Make a late payment; How Long Will the Penalty APR Apply? Once you become subject to the Penalty APR, we may change your APR back to the respective APRs for your Account but only if you bring your Account current and then pay at least the Minimum Amount Due by the Payment Due Date, as applicable, for 6 consecutive Billing Cycles.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

FEES

Annual Fees	
• Annual Fee	None
Transaction Fees	
• Balance Transfer	None
• Cash Advance	Either \$5 or 3.5% of the amount of each Cash Advance, whichever is greater.
• International Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	\$35.00
• Overlimit Fee	\$35.00
• Returned Payment	\$35.00

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Loss of Introductory APR: We may end your introductory APR for Purchases and Balance Transfers and apply the APR in effect or the Penalty APR if you make a late payment.

The introductory APR for Purchases and Balance Transfers is 0% for the first 6 billing cycles. Thereafter, purchases and balance transfers will be subject to the APR for Purchases, and will be 5.24% to 16.24%, based on your credit worthiness. The APR for Cash Advances is 19.99% and is subject to an APR floor and will never be less than 19.99%. The APR for Penalty is 23.99%.

The **Daily Periodic Rate** for Purchases and balance transfers after the introductory period has ended will be 0.0144% to 0.0445%, based on your credit worthiness. The Daily Periodic Rate for Cash Advances is 0.0548%. The Daily Periodic Rate for Penalty is 0.0657%

The **margin** added to the *WSJ* Prime Rate for the APR for Purchases and Balance Transfers will be 1.99% to 12.99%, based on your credit worthiness. The margin added to the *WSJ* Prime Rate for the APR for Cash Advances will be 10.99%. Your margins are the portions of your interest rates added to the Index value (*WSJ* Prime Rate) used to determine your APRs.

Information contained in this Fifth Third Bank Disclosure is accurate as of 12/31/09 and is subject to change thereafter.

The *WSJ* Prime Rate means the highest prime rate published in *The Wall Street Journal* on the day the rate is determined (or the previous day on which *The Wall Street Journal* was published if the paper is not published on that day). The date the rate is determined is the third Friday of each month. The APR for Purchases and Cash Advances is based on the *WSJ* Prime Rate plus a margin. We will calculate the rate monthly by adding the margin applicable to your Account to the *WSJ* Prime Rate. This APR may vary (increase and decrease). Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

Explanation of Balance Subject to Interest Charges: We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”